

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	
	:	
v.	:	CRIMINAL NO. 03-706-1
	:	
GEORGE GUYER YOUNG, III	:	

GUILTY PLEA AGREEMENT

Under Rule 11 of the Federal Rules of Criminal Procedure, the government, the defendant, and the defendant's counsel enter into the following guilty plea agreement. Any reference to the United States or the government in this agreement shall mean the Office of the United States Attorney for the Eastern District of Pennsylvania.

1. The defendant agrees to plead guilty to counts 1 through 21 of this Information charging him with: (a) mail fraud in violation of Title 18, United States Code, Section 1341; (b) false statements in violation of Title 18, United States Code, Section 1001; and (c) theft of government property in violation of Title 18, United States Code, Section 641 all arising from the defendant's use of the United States Mail in furtherance of a scheme to defraud

disabled veterans of funds paid to them by the United States Department of Veterans Affairs, making false statements on annual accounting forms that he was required to prepare and file with the Department of Veterans Affairs on behalf of disabled veterans, and theft of money from the disabled veterans and their beneficiaries.

The defendant agrees not to contest forfeiture as set forth in the notice of forfeiture charging him with criminal forfeiture of \$38,991.18 under Title 18, United States Code, Section 982(b) and Title 21, United States Code, Section 853(p), if full restitution is not made pursuant to this Agreement. The defendant further acknowledges his waiver of rights, as set forth in the attachment to this agreement.

2. The defendant agrees to pay the special victims/witness assessment in the amount of \$2,100 before the time of sentencing and shall provide a receipt from the Clerk to the government before sentencing as proof of this payment.

3. The defendant agrees to make restitution of \$38,991.18. The defendant further agrees that forfeiture,

restitution, assessment, taxes, interest or other payments in this case do not constitute extraordinary acceptance of responsibility or provide any basis to seek a downward departure from the applicable Sentencing Guideline range.

4. Defendant waives any claim under the Hyde Amendment, 18 U.S.C. §3006A (Statutory Note), for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

5. At the time of sentencing, the government will:

- a. Make whatever sentencing recommendation as to imprisonment, fines, forfeiture, restitution and other matters which the government deems appropriate.
- b. Comment on the evidence and circumstances of the case; bring to the Court's attention all facts relevant to sentencing including evidence relating to dismissed counts, if any, and to the character and any criminal conduct of the defendant; address the Court regarding

the nature and seriousness of the offense; respond factually to questions raised by the Court; correct factual inaccuracies in the presentence report or sentencing record; and rebut any statement of facts made by or on behalf of the defendant at sentencing.

- c. Nothing in this agreement shall limit the government in its comments in, and responses to, any post-sentencing matters.

6. The defendant understands, agrees and has had explained to him by counsel that the Court may impose the following statutory maximum sentences:

- Counts 1 through 9 (Mail Fraud):  
45 years imprisonment, 3 years of supervised release, a \$2,250,000 fine, and a \$900 special assessment;
- Counts 10 through 18 (False (Statement): 45 years imprisonment, 3

years of supervised release, a \$2,250,000 fine, and a \$900 special assessment;

- Counts 19 through 21 (Theft of Government Property): 10 years imprisonment, 3 years of supervised release, a \$750,000 fine, and a \$300 special assessment.

Total Maximum Sentence is: 100 years of imprisonment, 3 years of supervised release, a fine of \$5,250,000 and a special assessment of \$2,100. Full restitution and forfeiture may also be ordered by the Court.

The defendant further understands that supervised release may be revoked if its terms and conditions are violated. When supervised release is revoked, the original term of imprisonment may be increased by 3 years in the case of Class B felonies. Thus, a violation of supervised release increases the possible period of incarceration and makes it possible that the defendant will have to serve the original sentence, plus a substantial additional period, without credit for time already spent on supervised release.

7. The defendant may not withdraw his plea

because the Court declines to follow any recommendation, motion or stipulation by the parties to this agreement. No one has promised or guaranteed to the defendant what sentence the Court will impose.

8. Pursuant to § 6B1.4 of the Sentencing Guidelines, the parties enter into the following stipulations under the Sentencing Guidelines Manual effective November 1, 2000. It is understood and agreed that: (1) the parties are free to argue the applicability of any other provision of the Sentencing Guidelines, including offense conduct, offense characteristics, criminal history, adjustments and departures; (2) these stipulations are not binding upon either the Probation Department or the Court; and (3) the Court may make factual and legal determinations that differ from these stipulations and that may result in an increase or decrease in the defendant's guideline range:

- (a) The parties agree and stipulate that the 2000 edition of United States Sentencing Guidelines should apply to the offenses of conviction;
- (b) The parties agree and stipulate that, pursuant to the "grouping rules" as set forth in U.S.S.G. § 3D1.2(b), the base offense level for the mail fraud, false

statement and theft of government property offenses of conviction is 6 under U.S.S.G. § 2F1.1;

- (c) The parties agree and stipulate that the fraud loss amount is between \$20,000 and \$40,000 which requires an additional 4-level specific offense characteristic enhancement under U.S.S.G. §2F1.1(b)(1)(E);
- (d) The parties agree and stipulate that a 2-level increase, under U.S.S.G. § 2F1.1(b)(2), should apply to his guideline range computation because his criminal conduct involved more than minimal planning and the fraud scheme he devised defrauded more than 1 victim;
- (e) The parties agree and stipulate that a 2-level increase, under U.S.S.G. § 3A1.1(b)(1), should apply to his guideline range computation because the victims that he defrauded were vulnerable;
- (f) The parties agree and stipulate that a 2-level increase, under U.S.S.G. § 3B1.3, should apply to his guideline range computation because he abused a position of trust as a federal fiduciary;
- (g) The parties further agree and stipulate that, as of the date of this agreement, the defendant has demonstrated acceptance of responsibility for his offense making the defendant eligible for a 2-level downward adjustment under Guideline Section 3E1.1(a);
- (h) The parties agree and stipulate that,

as of the date of this agreement, the defendant has assisted authorities in the investigation or prosecution of his own misconduct by (timely notifying the government of his intent to plead guilty making the defendant eligible for an additional 1-level downward departure.

9. The parties agree and stipulate that the defendant will pay of \$38,991.18 in restitution to the victims that he defrauded by the time of sentencing.

10. The parties agree and stipulate that, as a condition of supervised release or probation, the defendant will provide a full accounting to the United States Department of Veterans' Affairs for all of the veterans for whom he served as federal fiduciary and will resolve, promptly, any outstanding amounts that must be repaid to the veterans, their heirs, or the VA.

11. Defendant agrees to provide the IRS Examination Division, prior to sentencing, with all requested documents and information for the purpose of a civil audit. Defendant agrees that he will make no objection to the entry of an order under Fed.R.Crim.P. 6(e) permitting the IRS Criminal Investigation Division to disclose to the IRS Examination and Collection Divisions



(for purposes of a civil audit) all of the documents obtained, and the IRS reports produced, during the criminal investigation, whether or not such documents or reports are considered to be grand jury material within the meaning of Rule 6(e). Nothing in this agreement shall limit the Internal Revenue Service in its collection of any taxes, penalties or interest due from the defendant.

12. Defendant agrees that paragraphs 10 and 11 this paragraph are appropriate conditions of supervised release/probation.

13. In exchange for the undertakings made by the government in entering this plea agreement, the defendant voluntarily and expressly waives all rights to appeal or collaterally attack the defendant's conviction, sentence, or any other matter relating to this prosecution, whether such a right to appeal or collateral attack arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law.

a. Notwithstanding the waiver provision above, if the government appeals from the sentence, then the defendant may file a direct appeal of his sentence.

b. If the government does not appeal, then notwithstanding the waiver provision set forth in paragraph above, the defendant may file a direct appeal but may raise only claims that:

1. the defendant's sentence exceeds the statutory maximum; or
2. the sentencing judge erroneously departed upward from the otherwise applicable sentencing guideline range.

If the defendant does appeal pursuant to this paragraph, no issue may be presented by the defendant on appeal other than those described in this paragraph.

14. The defendant understands and agrees that: (a) the status of any professional license or certification held by the defendant is not protected by this agreement and is a matter solely within the discretion of the appropriate licensing, regulatory and disciplinary authorities; and (b) the government will inform the appropriate professional licensing, regulatory and disciplinary authorities in Pennsylvania and any other jurisdiction of the disposition

of the criminal charges filed against the defendant in this case.

15. The defendant is satisfied with the legal representation provided by the defendant's lawyer; the defendant and his lawyer have fully discussed this plea agreement; and the defendant is agreeing to plead guilty because the defendant admits that he is guilty.

16. It is agreed that the parties' guilty plea agreement contains no additional promises, agreements or understandings other than those set forth in this written guilty plea agreement, and that no additional promises, agreements or understandings will be entered into unless in writing and signed by all parties.

PATRICK L. MEEHAN  
United States Attorney

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GEORGE GUYER YOUNG, III  
Defendant

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TIMOTHY R. RICE  
Chief, Criminal Division  
Assistant United States  
Attorney

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JAMES BECKER, Esquire  
Counsel for Defendant

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FLOYD J. MILLER  
Assistant United States  
Attorney

Date: 2003

Attachment

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA :

v. : CRIMINAL NUMBER

GEORGE GUYER YOUNG, III :

ACKNOWLEDGMENT OF RIGHTS

I hereby acknowledge that I have certain rights that I will be giving up by pleading guilty.

1. I understand that I do not have to plead guilty.
2. I may plead not guilty and insist upon a trial.
3. At that trial, I understand
  - a. that I would have the right to be tried by a jury that would be selected from the Eastern District of Pennsylvania and that along with my attorney, I would have the right to participate in the selection of that jury;
  - b. that the jury could only convict me if all twelve jurors agreed that they were convinced of my guilt beyond a reasonable doubt;

- c. that the government would have the burden of proving my guilt beyond a reasonable doubt and that I would not have to prove anything;
- d. that I would be presumed innocent unless and until such time as the jury was convinced beyond a reasonable doubt that the government had proven that I was guilty;
- e. that I would have the right to be represented by a lawyer at this trial and at any appeal following the trial, and that if I could not afford to hire a lawyer, the court would appoint one for me free of charge;
- f. that through my lawyer I would have the right to confront and cross examine the witnesses against me;
- g. that I could testify in my own defense if I wanted to and I could subpoena witnesses to testify in my defense if I wanted to;
- h. that I would not have to testify or otherwise present any defense if I did not want to and that if I did not present any evidence, the jury could not hold that against me.

4. I understand that if I plead guilty, there will be no trial and I would be giving up all of the rights listed above.

5. I understand that if I decide to enter a plea of guilty, the judge will ask me questions under oath and that if I lie in answering those questions, I could be prosecuted for the crime of perjury, that is, for lying under oath.

6. I understand that if I plead guilty, I have waived my right to appeal, except as set forth in appellate waiver provisions of my plea agreement.

7. Understanding that I have all these rights and that by pleading guilty I am giving them up, I still wish to plead guilty.

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GEORGE GUYER YOUNG, III  
Defendant

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JAMES BECKER, Esquire  
Counsel for the Defendant